that USS asserted went to the power companies, minus a 10% "project management fee" that USS retained.

Summary

In this Reply, Complainants the Arkansas Cable Telecommunications Association, Comcast of Arkansas, Inc., Buford Communications I, L.P. d/b/a/ Alliance Communications Network; WEHCO Video, Inc and TCA Cable Partners d/b/a Cox Communications show that the justifications that Entergy Arkansas, Inc. ("EAI" or Entergy") offers for in defense of its unjust and unreasonable conduct far from disproving that Complainants are not entitled to all the relief requested in the Complaint, provides even greater support for Complainants' claims.

EAI's Response, consists of a nearly 300-page main "brief" and thousands of pages of "supporting" documents contained in four large boxes. The purpose of this submission is to tax Complainants'—and the Commission's—resources. EAI seeks to obscure its unlawful behavior behind a fog of mischaracterizations, half-truths, and a mountain of paper.

Entergy's conduct violates bedrock Commission precedent—including cases directed at Entergy itself.

EAI's defense is built on several demonstrably false premises including EAI's assertions that (1) its safety inspection program was needed because cable operators have caused massive outages on Entergy's electric grid (they have not); (2) aerial plant clean-up can be accomplished by punitively singling out one class of attachers, cable operators, to bear the logistical and financial burdens associated with that mammoth undertaking (it cannot); (3) all of EAI's facilities were installed before cable so all spacing violations on the pole must have been created by cable

(they were not); (4) every Entergy standard and procedures is reasonable and must be complied with (they are not); and (5) that plant conditions cannot be placed into broad categories and must be resolved bolt by bolt and pole by pole (they can).

Among other allegations, Entergy has argued long and hard that this audit and the plant corrections have been undertaken to benefit cable operators. But this is not true. As a result of system outages that EAI experienced during some particularly severe ice storms in 2000 and 2001, EAI proceeded with a "safety" program for the specific purpose of finding (and in many cases inventing) safety violations which then could be used as a subterfuge for forcing EAI's plant clean up costs onto cable operators. If the operator had completed its last generation of system upgrades (as Alliance, Comcast and WEHCO had done), they were to be subject to a safety audit. If they had not finished their upgrades (as Cox had not done) the inspection and clean-up costs were a condition and cost of the upgrade. For those operators like Alliance and Comcast who dared challenge EAI and the costs and integrity of its audit, the price was a system-wide moratorium on aerial plant expansion, a permitting freeze.

Despite strong disagreements with Entergy over issues ranging from the basic design of the survey, its costs and the allocation of responsibility for corrections, Arkansas cable operators have attempted to cooperate with Entergy and its contractor USS to correct *bona fide* violations of pole plant. But this has proven to be absolutely futile because many of the plant corrections were caused by EAI and EAI is needed to fix its own plant and/or to require the cooperation of other

pole occupants. Worse, because its own design and construction crews are so unfamiliar with, or indifferent to, the standards of the National Electrical Safety Code ("NESC"), basic electric system construction and basic principles of joint use, EAI crews continue to create new violations virtually every day. In this chaotic and often toxic environment, broadband expansion is being thwarted if not stopped outright by Entergy's unvarnished abuse of the monopoly pole resource.

For these reasons, Complainants are entitled to all relief requested in the Complaint.

EXHIBIT 3

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

In the Matter of	
ARKANSAS CABLE TELECOMMUNICATIONS ASSOCIATION; COMCAST OF ARKANSAS, INC.; BUFORD COMMUNICATIONS I, L.P. d/b/a ALLIANCE COMMUNICATIONS NETWORK; WEHCO VIDEO, INC.; and TCA CABLE PARTNERS d/b/a COX COMMUNICATIONS,	File No. EB-05-MD-004
Complainants	
v.	
ENTERGY ARKANSAS, INC.	
Respondent.	

REPLY DECLARATION OF MARC BILLINGSLEY

I declare under the penalty of perjury of the laws of the United States that the foregoing Reply Declaration is true and correct.

Date: 6-9-05

MARC BILLINGSLEY

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

In the Matter of	)	
	)	
ARKANSAS CABLE TELECOMMUNICATIONS ASSOCIATION; COMCAST OF ARKANSAS, INC.; BUFORD COMMUNICATIONS I, L.P. d/b/a ALLIANCE COMMUNICATIONS NETWORK; WEHCO VIDEO, INC.; and TCA CABLE PARTNERS d/b/a COX COMMUNICATIONS,	)	File No. EB-05-MD-004
Complainants	)	
v.	)	
ENTERGY ARKANSAS, INC.	)	
Respondent.	)	

REPLY DECLARATION OF MARC BILLINGSLEY

I, MARC BILLINGSLEY, hereby declare:

1. I am over the age of eighteen and competent to give testimony in this matter.

2. I am employed by Comcast Cable Communications, Inc. as an Engineering Supervisor in the Arkansas region.

3. In my capacity as Engineering Supervisor, I am responsible for overseeing the day-to-day construction of Comcast's cable plant in Arkansas, and, as a result, have extensive knowledge of the attachment of Comcast's facilities to utility poles within the State. My responsibilities also include acting as a primary

contact to utility companies and other pole owners regarding pole attachment and construction issues.

4. I became aware of the above-captioned dispute between Entergy Arkansas, Inc. ("Entergy" or "EAI") during the course of my duties as Engineering Supervisor for Comcast.

5. I incorporate, by reference, my Declaration that was attached to the complaint.

Outage Reports and Trouble Tickets

6. I personally reviewed the summary charts of the service outages Entergy submitted with Exhibit 90. Entergy listed the incidents without power outages or blinks as "false" outages. From what I could determine from the charts, actual outages are where customers experienced a loss of power or a blink.

7. I also reviewed Exhibit 90. That exhibit shows that only 46 were true outages. Additionally, in reviewing the outage reports, I saw nothing indicating that the outages were caused by Comcast's cable facilities.

8. In my experience, these "outage reports" are usually referred to as "trouble tickets" or "truck roll reports." And, as far as I know, "trouble tickets" or "truck roll reports" are generated every time a utility receives any kind of report from customers or any person who sees a downed line or experiences a power outage, including cable employees.

9. As far as I know, Entergy never notified anyone from my company of the vast majority of these incidents. At this point, it would be difficult, if not

impossible to determine which party was actually responsible for a particular incident.

10. In any event, most of the tickets indicate that where there was a true outage, the cause is unknown. Specifically, only 46 out the 1491 documents show actual outages; and 9 out of 46 of those outage tickets state that "Inspected Unknown."

11. Even on some of the tickets that do assign responsibility to cable, the notes indicate that there may have been other intervening factors. That does not mean that cable is necessarily at fault. Indeed, cable facilities that have proper road clearances in accordance with the NESC or even Entergy's heightened standards can still be snagged by vehicles violating height or equipment restrictions.

12. Moreover, as I indicated above, customers and other laypersons are often the source of a particular trouble ticket. But customers and other laypersons often do not know a cable line from a telephone line. And, in some cases, when the cable crew arrives following a report of a downed cable line, the crew discovers that the telephone line or other non-cable facilities are down.

13. In fact, telephone lines are the lowest line on the poles in many areas. Upon field reviewing the "outage reports" in Tab One, Volume One, Response Exhibit 90, I found that on approximately one-third to one-half of the poles, telephone occupied the space below Comcast. Therefore, where a vehicle did catch a cable line, in many instances, a telephone line must have also be snagged. I don't mean to say that this absolves Comcast of all responsibility. I just mean to convey

that 1) it may have been telephone, not Comcast that was too low and b) Entergy's knee-jerk reaction to blame cable blinds it to the possibility that other parties may be at fault.

14. Other trouble tickets that I reviewed show nothing more than a broken or downed cable service drop. During severe weather, it is not unusual for drops to break because they are very light-weight. But, it is important to note that they are almost always lower on the pole than electric facilities and rarely cause an interruption in electric service.

15. I saw many, many other examples where Entergy incorrectly attributed trouble tickets to cable operators.

16. It is accurate to say, according to Entergy's reports, that over the course of six years, 34 outages *may* have *involved* cable. But, I can not verify that any were actually caused by cable facilities.

Comcast Has Accepted Responsibility For Its Violations

17. I feel that Comcast has accepted more than its fair share of responsibility and have made significant progress making changes to the plant, as required by Entergy. We have acknowledged that certain low cables, certain missing guy wires and certain close separations between power and cable TV must be addressed. These are the kinds of items that we are working hard to correct.

18. Moreover, Comcast is willing to have a Professional Engineer certify that certain conditions are Code-compliant, so long as the certifications do not have to be on a pole-by-pole basis. In fact, at a May 26, 2004 meeting with Entergy, we

said we would be willing to provide Entergy with P.E. certification guidelines upon which the parties nearly reached an agreement, on a circuit-by-circuit basis. Comcast offered this approach in lieu of having USS conduct post-construction inspections. Entergy did not accept our proposal, however.

19. I understand that Entergy said Comcast directed personnel to avoid taking any measurements or recording hazards during its upgrade. This is absolutely untrue. In fact, during the design stage of the upgrade, Comcast sent personnel out in to the field to determine what types of equipment, like power supplies and other electronics, were necessary to provide enhanced services to customers. Taking measurements and checking clearances was simply not within the scope of this particular assignment. Employees that do field work are tasked with different jobs. Some employees are tasked with taking measurements and doing safety inspections and others are charged with evaluating future service needs.

20. The majority of the changes required by Entergy can be made without involving Entergy or the telephone company and typically involve bonding, anchor replacements and adjustments to drops. But, it is impossible to correct every violation without the participation of other parties on the pole. Indeed, many of the violations that Entergy cites can not be corrected without Entergy or telephone's participation.

21. Unfortunately, Entergy has failed to cooperate, in many instances. For example, Comcast requested that Entergy provide a prioritized list of violations, but

Entergy refused. Although Entergy initially indicated that it would provide such a list, it eventually told Comcast that, since Comcast had a list of violations cited, Comcast could sort through the list manually on its own to prioritize. To me, this says that Entergy is less interested in prioritizing safety issues than it is in portraying Comcast as a bad actor.

22. Despite what Entergy might say, Comcast is committed to remedying hazardous, life-threatening conditions immediately. However, for non-life threatening conditions, the practical realities of field work dictate that Comcast cannot address every one of the plant conditions that USS has identified immediately. Comcast, like all attachers must prioritize, or, at a minimum create a schedule based on some kind of order.

23. Another problem we have encountered with the inspection is that the standards used to identify safety violations vary between Entergy and USS.

24. This can cause a lot of problems regarding the allocation of resources. We operate our business in a competitive market environment and must carefully evaluate expensive, resource-draining projects. That is why it is imperative that either Entergy or a third party determine what rules apply so we can manage our plant according to those rules.

25. In addition, even though we have made many of the changes requested by Entergy and USS, we are reluctant to notify them of the corrections because Entergy's post-construction inspections contribute to the endless cycle of billing events. Moreover, even though they bill us for post-construction inspections, I have

never seen any written documentation (even though we've requested it on many occasions) showing that a pole has passed inspection. Receiving proof that a particular pole was cleared is important for future inspections so we cannot be held responsible for violations created by a third party, including Entergy.

Entergy Has Caused Violations

26. A source of frustration for me is that Entergy continues to create violations on poles where we have just spent considerable resources correcting problems.

27. In some egregious examples, Comcast has paid for pole replacements to accommodate Entergy's heightened standards, only to find that Entergy installed its facilities too low on the pole for Comcast to achieve clearance in accordance with Entergy's standards. For instance, on one recent pole replacement project on Sloan Drive, Comcast shared the pole replacement costs with another attaching party. Entergy replaced the pole, but placed its electric facilities too low, placing Comcast into violation and not leaving enough space for the new attaching party.

Entergy Has Made False Statements

28. It is my understanding that, following the ice storms of 2000 and 2001, our crews went out to restore service and to repair or replace damaged facilities. Entergy's allegations that we did not inspect or make repairs are not true. We worked just as hard as Entergy to correct ice storm damage. But, since we did not believe it was safe for our workers or contractors to approach poles until Entergy cleared damaged or unsafe electric facilities, we often visited the poles after

Entergy's crews. In other cases, we could not even make repairs or restore service until Entergy had restored power service to our electronics.

29. Although we worked very hard to repair our facilities and restore service after the ice storms, we did not ride-out and inspect every inch of plant. To do so would be contrary to standard industry practice and would, in any event, have been logistically impossible.

30. It is also my understanding that Entergy cites a number of downed cable television lines as evidence that cable operators somehow were negligent in maintaining their lines. It is possible that the cable lines Entergy refers to went down during the ice storm of 2000/2001. During severe weather, all attachments, even those in perfect compliance are exposed and can fall victim to the elements.

31. I disagree strongly with Entergy's claims that Comcast either had no maps or defective maps. As Entergy knows well, Comcast has always had maps. Comcast has offered to show its maps to Entergy. Whereas we wanted to review the maps USS was creating so that we could understand what we were being billed for, we did not need them for their substantive value.

The May 26, 2004 Meeting

32. In an effort to resolve this dispute, after well over a year of impasse, we requested a meeting with Entergy. On May 26, 2004, the three parties met and appeared to make progress. As a result of that meeting, the parties formed a "committee" to establish engineering and construction terms that the parties would use to make the necessary plant corrections going forward.

33. Nevertheless, the problems continued. On June 30, 2004, the Committee finally met. At the outset, Entergy distributed "minutes" of May 26, 2004. The following passage, in bold print, was at the top:

> Any exceptions to contractual requirements agreed to at this meeting, or future committee meetings will only apply to pre-existing conditions that meet all NESC requirements. All new installations and attachments must meet all conditions and requirements of the contract.

However, no cable representative recalled discussing this subject at the May 26 meeting. As a result, I questioned Entergy about its meaning. Entergy explained that "pre-existing conditions" meant only those poles that had been reported by USS to have a violation. Entergy further explained that "exceptions to contractual requirements" would NOT apply to the following: a) all existing poles not flagged as having violations, b) all poles qualifying as for the exception, but that are subsequently modified in any way and c) all new attachments.

34. This is problematic because of the limited tasks USS performs in the field. USS does not purport to find every violation on every pole. Instead, USS' objective is merely to identify a problem pole and to get cable to conduct a comprehensive review of the problems.

35. This was equally problematic with new attachments. Entergy's last minute revision to the proposed agreement meant the standards the parties worked on in Committee would not apply to any new attachments. Finally, because USS does not issue documentation when it declares a pole violation-free, we would have a difficult time maintaining proof of which pole was subject to which standards.

36. I objected to the addition of these additional, unreasonable restrictions. The practical realities of field work would make it impossible to keep up with these conditions. Worse, it is unclear how either party would keep a record of these exceptions. Entergy unequivocally stated that this clause was non-negotiable.

37. Having reached an impasse, we moved on and made, what I thought was significant progress on other outstanding issues related to clearing "past" violations. For example, we agreed to a) 12-inch separations in spans between communications and neutral facilities at midspan and b) 30-inch separations between communications and neutral facilities at the poles. We also discussed other NESC rules regarding guying, marking guys, power supplies and street lights and reached a tentative agreement on these provisions as well.

38. Entergy also insisted that explicitly USS sign off on every exception to the contract and to Entergy's standards on a case-by-case, bolt-by-bolt basis even if the conditions otherwise complied with the NESC. To my mind, this, as much as any other standard, shows that Entergy was not the least interested in finding

common ground. The lack of cooperation at this June 2004 meeting was starkly different from that at the May 2004 meeting.

Prior Practices Have Been Disregarded

39. The parties' prior course of dealing has always been—and continues in the field to be—that the parties bring any hazardous issues to the other's attention and to address them as soon as possible. One of the fundamental breakdowns in the process appears to be with Entergy's refusal to acknowledge the diversity of requirements in the field and how field personnel managed joint use in the field

40. For example, over the course of the parties' history, Entergy has not been as concerned with guy markers, anchors or 12 inch separations between communications conductors as it claims to be now. Even if the new concern for these standards at headquarters was legitimate, I've seen nothing to make me believe that Entergy's field employees and construction crews are on board with the program. Even if Entergy's Joint Use personnel at headquarters intended for formal, written authorizations and documentations of all code variances, the fact remains that the Entergy field personnel, with whom we have a long history in the field, often grant oral approvals, waivers and variations.

Entergy Has Not Cooperated With Comcast On Attachment Counts

41. Entergy has failed to cooperate with Comcast on the issue of reconciling attachment counts. Specifically, since April 2004, I have been sending emails, trying to get an Entergy representative to focus on the issue. Therefore it is

absolutely untrue for Entergy to say that Comcast is not working with Entergy to deal with the attachment count issue. Furthermore, Comcast has never taken the position that it will not pay for its attachments. Comcast will pay for its attachments, but before that can occur, we need to work out our differences over the count.

42. For example, Comcast has been trying to work with Entergy, without success, to reconcile attachment counts. In early 2004, Comcast found discrepancies between EAI totals and its own. I immediately notified USS. USS responded that the supporting document it had sent to Comcast was incorrect and requested that Comcast put the matter on hold until further notice.

One of the problems I had with the count was that there was no clear definition of what "attachment" meant. Although Comcast may have more than one piece of equipment on the pole, depending on the placement and method of attachment, it does not necessary constitute an "attachment" for inventory purposes.

Consequently, I asked for a written definition in April 2004 in a proactive attempt to verify the new EAI count if and when it was to arrive.

In May of 2004 Comcast received a new invoice for attachment counts with a drastically lower number. This invoice neither included a definition of an attachment, supporting documentation to support the numbers counting or a circuit by circuit so that Comcast could verify the results. At the parties' May 26, 2004 meeting, EAI agreed to supply the necessary backup.

However, the next thing I received from Entergy on this matter was a letter from Dave Inman demanding payment in full. He did not include any of the promised backup materials. In August, 2004 Comcast renewed its request for back up materials. Entergy did not provide these materials until October 2004.

Comcast continued to have problems with Entergy's definition of attachment and the way Entergy counted attachments. Comcast immediately notified Entergy of its concerns. USS responded in November, 2004 stating that they were discussing the issues with Entergy. However, Comcast has received no communication from either party on this issue since.

43. It is important to note that counting the attachments from the report is ONLY the first 1st step in verifying the Entergy count. After we count several circuits from the report, we then must test those counts to the actual field attachments. This important step is needed to verify that we are actually attached, attachment owners were correctly identified, owner of the poles were correctly identified and the measurements taken by USS were accurate.

44. Until one knows what to count in the field, one runs the risk of wasting resources to test the report. Entergy's inspection has taken up more than my fair share of time.

45. In sum, Comcast has been attempting to negotiate in good faith with Entergy over these issues, paying undisputed amounts. But, Entergy has not acted with the least bit of urgency to resolve these issues.

Entergy Has Caused Violations

46. Entergy has added thousands of street lights and new transformers since our initial cable build out in the 1970s and 1980s to serve new developments. It is clear that Entergy installed many of these street lights without regard for clearances. As a result, these street lights created violations with respect to our cable facilities, causing the pole to be out of compliance with the Code and/or Entergy's joint use standards.

Entergy Prefers Attachers That Hire USS

47. I have observed that Entergy favors attachers who use USS. For example, plant configurations that Entergy asserts are hazardous with respect to Comcast, Entergy and USS has permitted another attacher (Cebridge) to do.

48. In addition, in support of USS' GPS and mapping data collection, Entergy has alleged that a) Comcast does not have maps b) if Comcast does have maps, they refuse to share them with Entergy and c) if Comcast has shared its maps, they are deficient. Nevertheless, Entergy and USS are currently accepting for another company's attachment applications based on Comcast strand maps. Upon information and belief, this company highlights in yellow Comcast's strand maps and turns these into USS/Entergy as applications. USS and Entergy had refused to allow Comcast to submit applications in this method.

49. Entergy also permits this company—but not Comcast—to use certain construction methods to help expedite construction and reduce costs. For example, Entergy permits the temporary use stand-off brackets. Entergy does not permit Comcast to do this.

50. Whether or not a pole owner permits this practice varies from pole owner to pole owner. It seems discriminatory to me, however, for a pole owner to permit one attacher to use this method of construction, but not another. Using stand-off brackets has the potential to save an attacher thousands of dollars associated with pole replacements or underground construction. Allowing one attacher to use this construction technique, but not others, also has anti-competitive implications.

51. USS and Entergy also permit Cebridge permit build-out prior to the telephone companies' doing the necessary make-ready work. This is not an unusual practice, but Entergy has refused to give Comcast permission to do this. Recognizing that it can often take months to coordinate make-ready among all attachers on the poles, pole owners often allow attachers to make temporary attachments before the make-ready is completed.

52. In one subdivision, Summerset, Entergy would not permit Comcast to make attachments until after USS provided survey results. In the end, we could not wait for USS to get around to this circuit. So we performed an overlash project on existing attachments and made new installations underground. In its Response, Entergy claims we made unauthorized attachments. This is not true. The only work we did was overlashing, which Entergy has previously said does not require permits.

USS' Inspections Are Flawed And Provide No Benefit To Comcast

53. When comparing the old maps with the new and improved maps, it is easy to see that Entergy used the information USS gathered in the field to update its database. For example, the older maps, attached hereto, show hand-drawn poles not previously captured in Entergy's records. The new maps USS generated capture all of these poles. Clearly, Entergy is using these maps to update its own records.

54. Additionally, the results of USS' inspections are inconsistent at best. I think USS' inadequate results are because of poor training, little understanding of the NESC, a willingness to be flexible in one case and rigid and unbending in an identical case.

55. At a fundamental level, the audit and inspection program is flawed in its design. Standard industry practice is to hire contractors to perform survey and inspection work on a per-pole basis. This creates an incentive for the contractor to do the work properly the first time because it cannot collect additional payment for time spent correcting defective work or defending its assessment. A review of the inspection sheets USS and Entergy turn over, shows that no two USS inspectors produce the same evaluation.

56. I understand that Entergy's claims that it gave the cable operators the opportunity to participate in the audit. That is not true. The truth is that we had no input at all in the design of the audit and inspection and cable operators only were provided with an opportunity to ride along with Mr. Wagoner and observe USS conduct the inspections.

57. But, neither USS nor Entergy would provide a copy of the standards they used to evaluate poles or the scope of USS' work. Without an objective set of standards to work from, Comcast did not see the value in a ride-along. It was also unclear how attachers were to dispute USS' findings.

58. Moreover, upon information and belief, Entergy appears to be charging the cable operators for multiple and unnecessary charges. While some of these abuses are easy to spot, it is extremely difficult to determine how or when we were billed for these services from the invoices. Nevertheless, the evidence that is available shows that we are indeed being charged for these multiple unnecessary rounds of charges.

59. Additionally, Entergy engaged USS on an hourly basis, which is significantly different from standard industry practice for large projects of this kind. Therefore there is no limitations on the amount of time and money USS can bill to cable operators on a per pole or per circuit basis.

60. Furthermore, Entergy's comparisons of USS rates with other firms' rates are deceptive. Typically, parties negotiate a per pole deal for the type of survey and inspection work for which Entergy contracted with USS. The higher hourly rates Entergy cites usually apply to additional services outside the scope of the contract. In other words, the other firms' hourly rates are irrelevant because attachers would never contract survey and inspection services on an hourly basis.

61. More important, the services other contractors like UCI provide are by far more comprehensive—and useful. According to USS, the scope of its

engagement is to identify poles with violations with the goal of getting the cable operator out to the pole to assess and make corrections. Typically, when we hire contractors to do survey and inspection work, the contractors identify all of the problems on the poles and then identify the make-ready that must be completed to clear the pole. USS argues that it does not do this. USS' only function has been to collect information about the poles and issue a notification when it sees a violation.

62. Even assuming that Entergy's and USS' work were perfect, what this means for the cable operators is that they must hire another contractor to go out to the pole USS flagged as having a violation. The second contractor assesses all potential violations and creates make-ready work orders. UCI charges Comcast a flat per-pole fee to: 1) go to every pole identified as a violation; 2) inspect the pole; 3) identify violations and make-ready; and 4) write a work order Comcast can give directly to a contractor.

63. This two-contractor process actually increases our costs. For example, the second contractor, UCI, charges Comcast $24 per pole to evaluate violations USS flags. Because UCI is only reviewing the poles USS flags, UCI must jump around to different areas, increasing the per pole costs. If instead, Entergy had hired UCI to conduct the survey, it would have been able to review the poles on a linear basis at $14 - $16 per pole.

64. In any event, I see no benefit from USS' inspections. For example, Comcast derived no benefit from the GPS measurements USS recorded or the maps USS produced with them. Comcast had and offered Entergy use of its maps. Even

though Entergy now claims that Comcast's strand maps are deficient, Entergy currently accepts identical strand maps from another cable operator in Arkansas. Moreover, it is my understanding that prior to Entergy's engagement of USS, Entergy did not have its own accurate maps or pole numbering system. Historically, we would apply for particular poles by identifying the street address or other geographic identified, not the pole number.

65. In the normal course of my duties I received a copy of a USS worksheet for a pole with no cable television attachments. This sheet is attached to the Reply. Below, I have summarized the information USS collected on this pole:

1. Identification of pole owner
2. Recording of GPS coordinates
3. Verification and notation that the pole was not on the map EAI provided to USS
4. Notation of the condition of the pole
5. Recording the height of the pole
6. Recording the class of the pole
7. Existence of street light
8. Assignment of pole sequence number
9. Assignment of pole number
10. Digital picture and file number
11. Location of the pole.